

SERFF Tracking Number:	ARGN-125609106	State:	Arkansas
Filing Company:	Argonaut-Midwest Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	TRANS-F-AR-2008		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	COMMERCIAL TRANSPORTATION PROGRAM		
Project Name/Number:	/		

Filing at a Glance

Company: Argonaut-Midwest Insurance Company

Product Name: COMMERCIAL SERFF Tr Num: ARGN-125609106 State: Arkansas
TRANSPORTATION PROGRAM

TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 20.0001 Business Auto	Co Tr Num: TRANS-F-AR-2008	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Maggie Welk	Disposition Date: 05/29/2008
	Date Submitted: 05/19/2008	Disposition Status: Approved
Effective Date Requested (New): 10/01/2008		Effective Date (New): 10/01/2008
Effective Date Requested (Renewal): 10/01/2008		Effective Date (Renewal): 10/01/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/29/2008	
State Status Changed: 05/28/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Argonaut Midwest Insurance Company is submitting for your review and approval a form filing applicable to our Commercial Transportation Program. The forms that are submitted consist of proprietary and ISO forms and will be used in addition to the forms already on file. A Filing Memorandum is included that provides the detail of the usage and proposed changes.

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Company and Contact

Filing Contact Information

Maggie Welk, Compliance Specialist II	Mwwelk@colonyins.com
8450 East Crescent Parkway	(303) 773-7245 [Phone]
Greenwood Village, CO 80111	(303) 773-7383[FAX]

Filing Company Information

Argonaut-Midwest Insurance Company	CoCode: 19828	State of Domicile: Illinois
225 West Washington Street	Group Code: 457	Company Type: Property/Casualty
6th Floor		
Chicago, IL 60606	Group Name:	State ID Number:
(312) 201-7600 ext. [Phone]	FEIN Number: 36-2489372	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Argonaut-Midwest Insurance Company	\$50.00	05/19/2008	20394988

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/29/2008	05/29/2008

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<i>Company Tracking Number:</i>	<i>TRANS-F-AR-2008</i>		
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<i>Product Name:</i>	<i>COMMERCIAL TRANSPORTATION PROGRAM</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 05/29/2008

Effective Date (New): 10/01/2008

Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARGN-125609106 State: Arkansas

Filing Company: Argonaut-Midwest Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: TRANS-F-AR-2008

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL TRANSPORTATION PROGRAM

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Form	Policy Reinstatement Endorsement	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Total Exclusion of Terrorism	Approved	Yes
Form	Commercial Lines Policy-Common Declarations	Approved	Yes
Form	Policy Jacket	Approved	Yes
Form	Pollution Liability	Approved	Yes
Form	Truckers-Uniform Intermodal Interchange Endorsement Form UIIE-1	Approved	Yes
Form	Handling of Persons Exclusion	Approved	Yes
Form	Commercial Auto Coverage Part Truckers Coverage Form Declarations	Approved	Yes
Form	Arkansas Changes	Approved	Yes

SERFF Tracking Number: ARGN-125609106 State: Arkansas
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TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: COMMERCIAL TRANSPORTATION PROGRAM
Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Policy Reinstatement Endorsement	GT100	0408	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 GT100-0706 Previous Filing #:		GT100-0408.pdf
Approved	Cancellation Endorsement	GT6002	0408	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 GT6002-0706 Previous Filing #:		GT6002-0408.pdf
Approved	Total Exclusion of Terrorism	UCA2384	0108	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 UCA2384-0706 Previous Filing #:		UCA2384-0108.pdf
Approved	Commercial Lines Policy-Common Declarations	DCJ2000	0408	Declaration	Replaced	Replaced Form #:0.00 DCJ2000-0706 Previous Filing #:		DCJ2000-0408_AMIC.pdf
Approved	Policy Jacket	PJAMIC	0408	Other	Replaced	Replaced Form #:0.00 PJAMIC-0405 Previous Filing #:		PJAMIC-0408.pdf
Approved	Pollution Liability	CA 99 48	03 06	Endorsement/Amendment/Conditions	New		0.00	CA9948-0306.pdf
Approved	Truckers-Uniform Intermodal Interchange Endorsement Form UIIE-1	CA 23 17	03 06	Endorsement/Amendment/Conditions	New		0.00	CA23173P.pdf
Approved	Handling of Persons Exclusion	CT4003	0408	Endorsement/Amendment/Conditions	New		0.00	CT4003-0408.pdf
Approved	Commercial Auto	CT2106	0408	Declaration	Replaced	Replaced Form #:0.00		CT2106-

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<i>Product Name:</i>	COMMERCIAL TRANSPORTATION PROGRAM		
<i>Project Name/Number:</i>	/		
	Coverage Part	s/Schedule	CT2106-0706
	Truckers		Previous Filing #:
	Coverage Form		
	Declarations		
Approved	Arkansas	CA 01 62 10 07	Endorsement/Amendment/Condition
	Changes		Replaced Form #:
			CA 01 62 03 06
			Previous Filing #:

0408.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY REINSTATEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

TRUCKERS COVERAGE FORM

NAMED INSURED:
POLICY NUMBER:

The **Cancellation Endorsement** effective _____ is rescinded and all coverages previously afforded under the policy are reinstated as of _____.

Reinstatement Premium: \$_____.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

TRUCKERS COVERAGE FORM

NAMED INSURED:
POLICY NUMBER:

For the return premium of _____, it is understood and agreed that the above captioned policy is cancelled effective _____.

☐ pro rata factor _____
or

☐ short rate factor _____
or

☐ flat.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

- A.** With respect to the **GARAGE COVERAGE FORM**, the **BUSINESS AUTO COVERAGE FORM**, and the **TRUCKERS COVERAGE FORM**, **SECTION II – LIABILITY COVERAGE, B. Exclusions** is amended and the following added:

TERRORISM AND PUNITIVE DAMAGES

This insurance does not apply to "Any injury, damage, loss or expense" arising out of or resulting, directly or indirectly, from:

- (1)** "Certified acts of terrorism" or "other acts of terrorism", including any action taken in hindering or defending against an actual or expected incident of "certified acts of terrorism" or "other acts of terrorism"; or
 - (2)** Any act of terrorism:
 - (a)** that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - (b)** that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - (c)** in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
- regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in **(1)** or **(2)** above; including
- (3)** Damages arising out of or resulting, directly or indirectly, from **(1)** or **(2)** above that are awarded as punitive damages.

- B.** With respect to the **GARAGE COVERAGE FORM, SECTION III – GARAGEKEEPERS COVERAGE** and **Garagekeepers Coverage – Customers' Sound Receiving Equipment** and **SECTION IV – PHYSICAL DAMAGE COVERAGE**, the **BUSINESS AUTO COVERAGE FORM, SECTION III – PHYSICAL DAMAGE COVERAGE**, and the **TRUCKERS COVERAGE FORM, SECTION III – TRAILER INTERCHANGE COVERAGE** and **SECTION IV – PHYSICAL DAMAGE COVERAGE** the following exclusion is added:

TERRORISM

This insurance does not apply to any "loss", loss of use or rental reimbursement after "loss", arising out of or resulting, directly or indirectly, from:

- (1)** "Certified acts of terrorism" or "other acts of terrorism", including any action taken in hindering or defending against an actual or expected incident of "certified acts of terrorism" or "other acts of terrorism"; or
- (2)** Any act of terrorism:
 - (a)** that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

- (b) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (c) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in (1) or (2) above;

C. The following definitions are added:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
 3. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- D.** In the event of an act of terrorism, a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Commercial Lines Policy Common Declarations

Policy Number _____

Renewal Number _____

Coverage is provided by:
Argonaut-Midwest Insurance Company
225 W. Washington Street
Chicago, IL 60606

Underwriting Office:
Colony Management Services, Inc.
8450 E. Crescent Parkway
Greenwood Village, CO 80111
1-800-456-8458

Named Insured and Mailing Address:

Policy Period:

From _____ to _____ at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other _____

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Auto Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
Total	\$ _____

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS – CT3059

*Omit applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Producer Name and Address:

Producer Number:

Countersigned by _____ Date _____
Authorized Representative

These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Coverage Part Coverage Form(s) and Forms and Endorsement, if any, issued to form a part thereof, complete the above numbered policy.



IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President as a duly authorized representative of the Company.

A handwritten signature in black ink, appearing to read "ME Arledge", is written over a horizontal line.

Michael E. Arledge, President

Argonaut Midwest Insurance Company

Member of



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKERS – UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT FORM UIIE – 1

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant", under Section **F.4.** of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto:

F.4. Indemnity

- a. Subject to the exceptions set forth in Subsection **(b)** below, Motor Carrier agrees to defend, hold harmless, and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied by law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, "suits", loss, damage or liability, for "bodily injury", death and/or "property damage", including reasonable attorney fees and costs incurred in the defense against a claim or "suit", or incurred because of the wrongful failure to defend against a claim or "suit", or in enforcing Section **F.4.** (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises.

b. Exceptions

The foregoing indemnity provision shall not apply to the extent Damages: **(i)** occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, "employees", vendors or third party invitees (excluding Indemnitor); or **(ii)** are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, "employees", vendors, or subcontractors during the Interchange Period.

Subject to the following provisions:

1. The limit of the company's liability under this policy for damages because of "bodily injury" and "property damage" arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" unless a greater amount is otherwise stated in the policy as applicable to such "bodily injury" or "property damage".

<input type="checkbox"/>	Single Limit "Bodily Injury" And "Property Damage" (Or the Equivalent)
\$	Each "Accident"

2. The company shall:
 - a. Upon issuance of this endorsement, furnish to the President, The Intermodal Association of North America, 11785 Beltsville Drive, 11th Flr., Beltsville, MD 20705, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and
 - b. Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HANDLING OF PERSONS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions** of **SECTION II – LIABILITY COVERAGE**:

Handling Of Persons

This insurance does not apply to “bodily injury” or “property damage” resulting from the “handling and placing” of any person by an “insured” into, onto or from an “auto”.

For the purpose of this endorsement, “handling and placing” means any movement of any person into, onto, or from an “auto”, whether by hand, mechanical device or any other method.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Commercial Auto Coverage Part Truckers Coverage Form Declarations

Made a part of Policy Number _____

Effective Date _____
(12:01 a.m. Standard Time)

Item One – Named Insured and Mailing Address/Policy Period/ Business Description

Shown in **Commercial Lines Policy Common Declarations**

Item Two - Schedule of Coverages and Covered Autos			
<p>This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form next to the name of the coverage.</p>			
Coverages	Covered Autos <small>(Entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form shows which "autos" are covered "autos")</small>	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability		\$	\$
Personal Injury Protection (PIP) (or equivalent No-Fault Coverage)		Separately Stated in Each PIP Ends. Minus \$_____ Ded.	\$
Added PIP (or equivalent added No-Fault Coverage)		Separately Stated in Each Added PIP Endorsement	\$
Property Protection Insurance (PPI) (Michigan Only)		Separately Stated in the PPI Endorsement Minus \$_____ Deductible For Each Accident	\$
Auto Medical Payments		\$	\$
Uninsured Motorists (UM)		\$	\$
Underinsured Motorists (UIM) (when not included in UM Coverage)		\$	\$
Physical Damage			
Comprehensive Coverage		Stated Amount, Actual Cash Value or Cost Of Repair, whichever is less, minus \$_____ deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning. See ITEM FOUR for hired or borrowed "autos".	\$
Specified Causes of Loss Coverage		Stated Amount, Actual Cash Value or Cost Of Repair, whichever is less, minus \$_____ deductible for each covered "auto". See ITEM FOUR for hired or borrowed "autos".	\$
Collision Coverage		Stated Amount, Actual Cash Value or Cost Of Repair, whichever is less, minus \$_____ deductible for each covered "auto". See ITEM FOUR for hired or borrowed "autos".	\$
Trailer Interchange Comprehensive Coverage		Actual Cash Value, Cost Of Repair, Or \$_____, whichever is less.	\$
Trailer Interchange Specified Causes Of Loss Coverage		Actual Cash Value, Cost Of Repair, Or \$_____, whichever is less, minus \$_____ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	\$
Trailer Interchange Collision Coverage		Actual Cash Value, Cost Of Repair, Or \$_____, whichever is less, minus \$_____ deductible for each covered "auto".	\$
Towing and Labor		\$_____ for each disablement of a private passenger "auto".	\$
Other:			\$
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue (Forms and Endorsements applicable to this Coverage Part are omitted if shown elsewhere in the policy.)			
			Premium for Endorsements
			\$
			Estimated Total Premium (This policy may be subject to final audit)
			\$

Item Three - Schedule of Covered Autos You OwnShown in **Schedule of Covered Autos You Own - Extension of Declarations****Item Four - Schedule of Hired or Borrowed Covered Auto Coverage and Premiums.****Liability Coverage - Rating Basis, Cost of Hire - Autos used in your Trucking Operations**

Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Total Estimated Premium
\$	\$	\$

Liability Coverage - Rating Basis, Cost of Hire - Autos not used in your Trucking Operations

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Cov. Is Primary)	ISO Code	Premium
	\$	\$			\$
	\$	\$			\$
Total Premium					\$

Physical Damage Coverage

Coverages	Limit of Insurance The Most We Will Pay, Deductible	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	ISO Code	Premium
Comprehensive	Actual cash value or cost of repair, whichever is less, minus \$_____ deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	\$	\$		\$
Specified Causes of Loss	Actual cash value or cost of repair, whichever is less, minus \$_____ deductible for each covered "auto".	\$	\$		\$
Collision	Actual cash value or cost of repair, whichever is less, minus \$_____ deductible for each covered "auto".	\$	\$		\$
Total Premium					\$

Cost of Hire means

- A.** The total dollar amount of costs you incurred for the hire of "autos" (includes trailers and semi-trailers), and if not included therein,
- B.** The total remunerations of all operators and drivers helpers, of hired "autos" whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and,
- C.** The total dollar amount of any other costs (i.e. repair, maintenance, fuel, etc.) directly associated with operating the hired "autos" whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

Item Five - Schedule for Non-Ownership Liability

Rating Basis	Number	ISO Code	Premium	Total Premium
Number of Employees			\$	\$
Number of Partners			\$	\$

Item Six – Schedule For Gross Receipts Basis – Liability Coverage

Estimated Yearly Gross Receipts	Rates		Premiums	
	Per \$100 of Gross Receipts		Liability Coverage	Auto Medical Payments
	Liability Coverage	Auto Medical Payments		
	\$	\$	\$	\$
Total Premiums			\$	\$
Minimum Premiums			\$	\$

Policy Number: _____

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehousing storage fees.

Item Seven – Trailer Interchange Coverage

Coverages	Limit of Insurance	Daily Rate	Estimated Premium
Comprehensive	Stated In Item Two	\$	\$
Specified Causes of Loss		\$	\$
Collision		\$	\$
Total Premium			\$

<i>SERFF Tracking Number:</i>	<i>ARGN-125609106</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Argonaut-Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>TRANS-F-AR-2008</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>COMMERCIAL TRANSPORTATION PROGRAM</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ARGN-125609106 State: Arkansas
Filing Company: Argonaut-Midwest Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: TRANS-F-AR-2008
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: COMMERCIAL TRANSPORTATION PROGRAM
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/29/2008

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent.pdf

Satisfied -Name: Filing Memorandum **Review Status:** Approved 05/29/2008

Comments:

Attachment:

Form Filing Memorandum-AMIC-AR.pdf

Satisfied -Name: Side by Side Comparison **Review Status:** Approved 05/29/2008

Comments:

Attachments:

CT2106 Comparison.pdf

DCJ2000 AMIC Comparison.pdf

GT100 Comparison.pdf

GT6002 Comparison.pdf

PJAMIC Comparison.pdf

UCA2384 Comparison.pdf

Property & Casualty Transmittal Document

<div> <div>1 . Reserved for Insurance Dept. Use Only</div> </div>	<div>2. Insurance Department Use only</div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

[illegible]

5.	Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
7.	Signature of authorized filer				
8.	Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)				
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:		Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing				
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	

COMMERCIAL TRANSPORTATION FILING MEMORANDUM
ARGONAUT MIDWEST INSURANCE COMPANY
NAIC # 19828, GROUP #457

The filing being submitted consists of forms applicable to our Commercial Transportation business. These forms will be used in addition to the forms already on file. There is no adjustment of premium due to these changes.

The forms submitted by this filing are comprised of ISO forms as well as independent (proprietary) endorsements. If applicable, the previously approved form number is indicated along with the new form number. A summary of the usage or change made to the Company forms is indicated below.

New Form Number	Replaces	Form Title	Summary of Form or Description of Change
GT6002-0408	GT6002-0706	Cancellation Endorsement	Added an attachment clause and an option to cancel flat.
GT100-0408	GT100-0706	Reinstatement Endorsement	Added an attachment clause and a place to indicate the reinstatement premium.
UCA2384-0108	UCA2384-0706	Total Exclusion of Terrorism	The changes made are in response to the Terrorism Risk Insurance Program Reauthorization Act of 2007.
DCJ2000-0408	DCJ2000-0706	Commercial Lines Policy Common Declarations	Amended the addresses on the Declarations and removed some coverage parts that do not apply to this program.
PJAMIC-0408	PJAMIC-0405	Policy Jacket	Amended the company logo and signature on jacket.
CA 23 17 03 06		Truckers – Uniform Intermodal Interchange Endorsement Form UIIE-1	
CA 99 48 03 06		Pollution Liability	
CT4003-0408		Handling of Persons Exclusion	This optional form will be used to exclude losses resulting from the handling of persons onto a covered auto by the insured.
CT2106-0408	CT2106-0706	Commercial Auto Coverage Part-Truckers Coverage Form Declarations	Added Trailer Interchange Coverage to the Declarations.
CA 01 62 10 07	CA 01 62 03 06	Arkansas Changes	

A side by side comparison of the new and revised Company forms is included. All deletions to the forms are indicated with a ~~strike through~~ the verbiage and additions to the forms are underlined.

***ISO Portfolio**

It should be noted that the company will use the ISO auto portfolio designated in this filing and prior filings. A future forms submission will be made if there are any changes to ISO forms used for this business. Copies of the ISO forms are not included. Only a list of the forms we wish to adopt is indicated.

Commercial Auto Coverage Part Truckers Coverage Form Declarations

Made a part of Policy Number _____

Effective Date _____
(12:01 a.m. Standard Time)

Item One – Named Insured and Mailing Address/Policy Period/ Business Description

Shown in **Commercial Lines Policy Common Declarations**

Item Two - Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form next to the name of the coverage.

Coverages	Covered Autos (Entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form shows which "autos" are covered "autos")	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability		\$	\$
Personal Injury Protection (PIP) (or equivalent No-Fault Coverage)		Separately Stated in Each PIP Ends. Minus \$_____ Ded.	\$
Added PIP (or equivalent added No-Fault Coverage)		Separately Stated in Each Added PIP Endorsement	\$
Property Protection Insurance (PPI) (Michigan Only)		Separately Stated in the PPI Endorsement Minus \$_____ Deductible For Each Accident	\$
Auto Medical Payments		\$	\$
Uninsured Motorists (UM)		\$	\$
Underinsured Motorists (UIM) (when not included in UM Coverage)		\$	\$
Physical Damage			
Comprehensive Coverage		Stated amount, actual-cash-value <u>Amount, Actual Cash Value or cost-of-repair</u> Cost Of Repair , whichever is less, minus \$_____ deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning. See ITEM FOUR for hired or borrowed "autos".	\$
Specified Causes of Loss Coverage		Stated amount, actual-cash-value <u>Amount, Actual Cash Value or cost-of-repair</u> Cost Of Repair , whichever is less, minus \$_____ deductible for each covered "auto". See ITEM FOUR for hired or borrowed "autos".	\$
Collision Coverage		Stated Amount, actual-cash-value <u>Actual Cash Value</u> or cost-of-repair Cost Of Repair , whichever is less, minus \$_____ deductible for each covered "auto". See ITEM FOUR for hired or borrowed "autos".	\$
<u>Trailer Interchange Comprehensive Coverage</u>	_____	<u>Actual Cash Value, Cost Of Repair, Or \$ _____, whichever is less.</u>	<u>\$ _____</u>
<u>Trailer Interchange Specified Causes Of Loss Coverage</u>	_____	<u>Actual Cash Value, Cost Of Repair, Or \$ _____, whichever is less, minus \$ _____ deductible for each covered "auto" for "loss" caused by mischief or vandalism.</u>	<u>\$ _____</u>
<u>Trailer Interchange Collision Coverage</u>	_____	<u>Actual Cash Value, Cost Of Repair, Or \$ _____, whichever is less, minus \$ _____ deductible for each covered "auto".</u>	<u>\$ _____</u>
Towing and Labor		\$_____ for each disablement of a private passenger "auto".	\$
Other:			\$
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue (Forms and Endorsements applicable to this Coverage Part are omitted if shown elsewhere in the policy.)			
Premium for Endorsements			\$

	Estimated Total Premium (This policy may be subject to final audit)	\$
--	---	----

Policy Number: _____

Item Three - Schedule of Covered Autos You Own

Shown in **Schedule of Covered Autos You Own - Extension of Declarations**

~~These Declarations are part of the Common Declarations containing the name of the Insured and the policy period.~~

Item Four - Schedule of Hired or Borrowed Covered Auto Coverage and Premiums.**Liability Coverage - Rating Basis, Cost of Hire - Autos used in your Trucking Operations**

Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Total Estimated Premium
\$	\$	\$

Liability Coverage - Rating Basis, Cost of Hire - Autos not used in your Trucking Operations

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Cov. Is Primary)	ISO Code	Premium
	\$	\$			\$
	\$	\$			\$
Total Premium					\$

Physical Damage Coverage

Coverages	Limit of Insurance The Most We Will Pay, Deductible	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	ISO Code	Premium
Comprehensive	Actual cash value or cost of repair, whichever is less, minus \$_____ deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	\$	\$		\$
Specified Causes of Loss	Actual cash value or cost of repair, whichever is less, minus \$_____ deductible for each covered "auto".	\$	\$		\$
Collision	Actual cash value or cost of repair, whichever is less, minus \$_____ deductible for each covered "auto".	\$	\$		\$
Total Premium					\$

Cost of Hire means

- A.** The total dollar amount of costs you incurred for the hire of "autos" (includes trailers and semi-trailers), and if not included therein,
- B.** The total remunerations of all operators and drivers helpers, of hired "autos" whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and,
- C.** The total dollar amount of any other costs (i.e. repair, maintenance, fuel, etc.) directly associated with operating the hired "autos" whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

Item Five - Schedule for Non-Ownership Liability

Rating Basis	Number	ISO Code	Premium	Total Premium
Number of Employees			\$	\$
Number of Partners			\$	\$

Item Six – Schedule For Gross Receipts Basis – Liability Coverage

Estimated Yearly Gross Receipts	Rates		Premiums	
	Per \$100 of Gross Receipts		Liability Coverage	Auto Medical Payments
	Liability Coverage	Auto Medical Payments		
	\$	\$	\$	\$
Total Premiums			\$	\$
Minimum Premiums			\$	\$

Policy Number: _____

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehousing storage fees.

Item Seven – Trailer Interchange Coverage

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Daily Rate</u>	<u>Estimated Premium</u>
<u>Comprehensive</u>	<u>Stated</u> <u>In</u> <u>Item Two</u>	\$ _____	\$ _____
<u>Specified Causes of Loss</u>		\$ _____	\$ _____
<u>Collision</u>		\$ _____	\$ _____
<u>Total Premium</u>			\$ _____

Commercial Lines Policy Common Declarations

Policy Number _____

Renewal Number _____

Coverage is provided by:
Argonaut ~~Midwest Insurance Company~~
225 W. Washington Street, ~~6th Floor~~
Chicago, IL 60606

~~Policyholder Service~~ Underwriting Office:
Colony Management Services, Inc.
~~PO Box 378013~~ 8450 E. Crescent Parkway
~~Denver~~ Greenwood Village, CO 8023780111
1-800-456-8458

Named Insured and Mailing Address:

Policy Period:

From _____ to _____ at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other _____

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Auto Coverage Part	\$ _____
Commercial Garage Coverage Part	\$ _____
Commercial Crime Coverage Part	\$ _____
Commercial Property Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
_____	_____
_____	_____
_____	_____
Total	\$ _____

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS – CT3059

*Omit applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Producer Name and Address:

Producer Number:

Countersigned by _____ Date _____
Authorized Representative

These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Coverage Part Coverage Form(s) and Forms and Endorsement, if any, issued to form a part thereof, complete the above numbered policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

POLICY REINSTATEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

TRUCKERS COVERAGE FORM

<u>NAMED INSURED:</u> _____
<u>POLICY NUMBER:</u> _____

The **Cancellation Endorsement** effective _____ is rescinded and all coverages previously afforded under the policy are reinstated as of _____.

Reinstatement Premium: \$ _____.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

TRUCKERS COVERAGE FORM

<u>NAMED INSURED:</u> _____
<u>POLICY NUMBER:</u> _____

For the return premium of _____, it is understood and agreed that the above captioned policy is cancelled effective _____.

☐ pro rata factor _____
or

☐ short rate factor _____
or

☐ flat.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President as a duly authorized representative of the Company.

A handwritten signature in black ink, which appears to read "Byron L. LeFlore, Jr.", is written over a horizontal line.

Byron L. LeFlore, Jr. Michael E. Arledge,
President

Argonaut Midwest Insurance Company



PJAMIC-04050408

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

- A. With respect to the **GARAGE COVERAGE FORM**, the **BUSINESS AUTO COVERAGE FORM**, and the **TRUCKERS COVERAGE FORM**, **SECTION II – LIABILITY COVERAGE, B. Exclusions** is amended and the following added:

TERRORISM AND PUNITIVE DAMAGES

This insurance does not apply to:

Terrorism including Punitive Damages

“Any injury, damage, loss or expense” arising out of or resulting, directly or indirectly ~~out of any act of “, from:~~

“Certified acts of terrorism” or “other acts of terrorism”, including any action taken in hindering or defending against an actual or expected incident of “terrorism”.

(1) This exclusion applies regardless of any other cause or event that contributes concurrently or in any such sequence “certified acts of “any injury, damage, loss terrorism” or expense” and includes any damages that are awarded as punitive damages. “other acts of terrorism”; or

(2) Any act of terrorism:

(a) that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

(b) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

(c) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in (1) or (2) above; including

(3) Damages arising out of or resulting, directly or indirectly, from (1) or (2) above that are awarded as punitive damages.

- B. With respect to the **GARAGE COVERAGE FORM, SECTION III – GARAGEKEEPERS COVERAGE** and **Garagekeepers Coverage – Customers' Sound Receiving Equipment** and **SECTION IV – PHYSICAL DAMAGE COVERAGE**, the **BUSINESS AUTO COVERAGE FORM, SECTION III – PHYSICAL DAMAGE COVERAGE**, and the **TRUCKERS COVERAGE FORM, SECTION III – TRAILER INTERCHANGE COVERAGE** and **SECTION IV – PHYSICAL DAMAGE COVERAGE** the following exclusion is added:

~~This insurance does not apply to:~~

TERRORISM

~~Any~~ This insurance does not apply to any “loss”, loss of use or rental reimbursement after “loss”, arising out of or resulting, directly or indirectly ~~out of Any act of “, from:~~

(1) "Certified acts of terrorism" or "other acts of terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"; regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

~~The following definitions are added and apply under this endorsement wherever the term "certified acts of terrorism," or "other acts of terrorism"; or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:~~

~~1. "Terrorism" means activities against persons, organizations or property of any nature:~~

~~a. That involve the following or preparation for the following:~~

~~(1) Use or threat of force or violence; or~~

~~**Commission or threat (2) Any act of terrorism:**~~

~~(a) that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or~~

~~(2) that is carried out by means of a dangerous act; the dispersal or~~

~~(3)(b) **Commission or threat** application of an act that interferes with pathogenic or poisonous biological or disrupts an electronic, communication, information, chemical materials; or mechanical system; and~~

~~b. When one in which pathogenic or both of the following applies:~~

~~(1) The effect is to intimidate poisonous biological or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or~~

~~(2)(c) If chemical materials are released, and it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology one purpose of the terrorism was to release such materials.~~

~~regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in (1) or (2) above;~~

C. The following definitions are added:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

3. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

~~3. Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.~~

D. In the event of an act of "terrorism", a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

N

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W